BRUHAT BANGALORE MAHANAGARA PALIKE

TENDER DOCUMENT – KW4

(WORKS COSTING MORE THAN Rs. 100 LAKHS)

Name of Work:

Comprehensive development of roads, drains and footpath in HMT Layout, SBM Colony and Surrounding areas in Ward No.17 under PACKAGE- 2019-20 RRN-DIV-(10).

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BRUHAT BANGALORE MAHANAGARA PALIKE

Office of the Executive Engineer
Rajarajeshwarinagara Division,
Mattikere, Bengaluru – 560 054

Telephones:..... Fax: .....

TENDERS FOR THE WORK OF

Comprehensive development of roads, drains and footpath in HMT Layout, SBM Colony and Surrounding areas in Ward No.17 under PACKAGE- 2019-20 RRN-DIV-(10).

TENDER REFERENCE	: RRND/EE/Tend/13/2019-20, Date: 21.01.2020
TENDER DOCUMENTS MAY BE DOWNLOADED FROM THE E-PROCUREMENT PORTAL	: Date: 29.01.2020
PRE BID MEETING WILL BE HELD ON	: 20.02.2020 AT 11:00am AT CE OFFICE
TENDERS MUST BE SUBMITTED ONLINE THROUGH E-PROCUREMENT PORTAL ON OR BEFORE	: 24.02.2020 at 16.00 hrs
TIME AND DATE OF OPENING OF TECHNICAL BIDS	: 26.02.2020 AT 16:00 hrs.
TIME AND DATE OF OPENING OF FINANCIAL BID	: 28.02.2020 at 16.00 hrs.
ADDRESS FOR COMMUNICATION	: Office of the Executive Engineer Rajarajeshwarinagara Division, Mattikere, Bengaluru – 560 054 Mob: 9480683177 Email: eerrndiv@gmail.com

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BRUHAT BANGALORE MAHANAGARA PALIKE

Office of the Executive Engineer, Rajarajeshwari Nagara Division,

BBMP Office, Near Chowdeshwari Bus Stop, Mathikere, Bangalore - 54.

No.RRND/EE/Tend/13/2019-20, Date: 21.01.2020

INVITATION FOR TENDERS (IFT) - TWO COVER TENDER

Short term Tender Notification

(Only through E-Procurement Portal Only)

1 The Executive Engineer, Rajarajeshwari Nagara Division, BBMP, Bangalore invites tender from eligible Contractors registered in Bruhat Bangalore Mahanagara Palike or equivlant registration with CPWD/ KPWD/ Railways/ MES/ National Highway or any State Government Organisations for the construction of work detailed in the table below. The tenderers may submit tenders for work given in the table through e-procurement portal of the Governemnt of Karnataka (viz https://eproc.karnataka.gov.in). The Tenderers are advised to note the minimum qualification criteria specified in clause 3 of the Instruction to Tenderers to qualify for award of the contract (Standard Tender Document – KW 4)

2 Tender documents may be downloaded from the e-procurement portal of the Government of Karnataka from 29.01.2020

3 Tenders must be accompanied by Earnest Money Deposit specified for the work in the table below. Earnest money deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for 90 days beyond the validity of the tender.

4 Tenders must be submitted online through e-procurement portal on or before 16:00 hours on 24.02.2020 and the opening of tenders will be as per the e-procurement portal guidelines.

5 Other details can be seen in the tender documents.

Package No. / Sl. No	Name of Work	Approximate amount put to tender (in Lakhs)	EMD (in Lakhs)	Cost of Tender form in Rs. (Non-Refundable) inclusive of VAT	Period of Completion	Class for eligible contractor

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1	Comprehensive Development of Roads and drains in Ward No.17 Rajarajeshwarinagara Assembly Constituency under PACKAGE-2019-20 RRN-DIV-(03).	1100.00	15.00	As per E-Procurement Portal	12 months	Class I & Above
2	Comprhensive Development of Roads & Drains in Muthyalanagara, LC-4A, Mohankumar Nagar, Sundara Nagar and Surrounding areas in W No.17 under PACKAGE- 2019-20 RRN-DIV-(09).	1500.00	15.00	As per E-Procurement Portal	12 months	Class I & Above
3	Comprehensive development of roads, drains and footpath in HMT Layout, SBM Colony and Surrounding areas in Ward No.17 under PACKAGE- 2019-20 RRN-DIV-(10).	1100.00	15.00	As per E-Procurement Portal	12 months	Class I & Above

Note:

1 Last Date for submission of queries: **18.02.2020 upto 4.00 P.M**

2 Pre bid meeting at Chief Engineer office, RRNZ : **20.02.2020 @ 11.00 A.M**

3 Last Date for uploading the Filled Tender Document is **24.02.2020 upto 4.00 P.M**

4 Date of Opening of Technical bid is **26.02.2020 @ 4.00 P.M**

5 Date of Opening of Financial bid is on **28.02.2020 @ 4.00 P.M**

TERMS AND CONDITIONS

1 Aspiring Bidders / Contractors who have not registered in e-procurement should register befor participating through the website https://eproc.karnataka.gov.in

2 Before submission of online bids, bidders must ensure that scanned copies of all the necessar documents have been attached with bid.

3 Certified Xerox copy of Valid Registration Certificate issued by B.B.M.P for the Block period of 201 2020 should be produced by the qualified Contractor at the time of Agreement

4 All the information required for Bids must be filled and submitted online

5 For details, registration and e-payment visit GOK e-procurement websit https://eproc.karnataka.gov.in or contract e-procurement Helpdesk at 080-25501216 / 08 25501227

6 This tender notice can also be seen on the BBMP website www.bbmp.gov.in

7 Conditional tenders will not be accepted.

8 The contractor has to make own arrangements for procurement of all materials. There is n departmental supply of materials. Contractor should Procure materials with BIS or other relevar standards & obtain necessary quality control certificates from authorized quality control.

9 The contractor is not eligible for submission of application for tender form if he has not participate tenders after purchase of the tender document continuously for the three times.

10 Sub –letting of work is prohibited.

11 Any corrigendum/ Modification will be notified in the Notice Board of the undersigned.

CONTRACTOR

EXECUTIVE ENGINEER

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12 As per the Government Order No: LD 300/LET/2006, Dt. 18.07.2007 LWC 1% ... will be deducted and remitted to Karnataka State Building & other construction ... Board.

13 As per the Government Order No.(CAO/Budget:647/2009-10 Date:24.05.2010 ... Royalty form the bills of the Contractors working in Civil works, if the Contractor ... of the matter then the Department/ work executing agency cannot recover or ded... from the bills of the contractor, if the documents/ MDP's are produced from the ... holders or Private quarry owners in this regard then the contractor is not liable to pay ... charges

14 Necessary taxes and other deductions will be made from Contractor bills.

15 The Successful bidder will have to execute an agreement with BBMP within 7 days of ... intimation, failing which his tender is liable to be rejected.

16 The Bruhat Bangalore Mahanagara Palike reserves the right to accept/reject any or the ... tender's without assigning any reasons.

17 The tenders should have to produce contractors registration book issued by the concer... authority for procurement of tender documents. Applicant should submit proof registration, lat... Income tax clearance Certificate, obtained from the concerned Department and to submit financ... Turnover balance sheet for the last 3 years duly attested by the Charted Accountant who ... submitting the request for application for the Tender Schedules, otherwise the application will ... rejected.

18 The work should be commenced with all earnestness within 7 days from the date of Work Orde... failing which it would be presumed that he is not interested in the work and action will be taken ... get the work executed through alternate agency at the risk and cost of the former Tenderer.

19 If the rate/ amount quoted by the tenderer is less than the rate/amount of the Tender amoun... such tenderer submit the difference amount at the time of agreement in form of DD in favour of th... Commissioner, Bruhath Bangalore Mahangara Palike. This difference amount will be returned aft... satisfactory completion of the work only. Failure to comply with the said conditions, the tender w... be rejected.

20 Corrigendum's/ modifications / corrections, if any, will be published in the website only.

21 The Tender Notification along with Blank Tender Form will be accessible in the eprocuremen... Website (www.eproc.Karnataka.gov.in)

22 The Commissioner Order no: Comm/PR/1629/18-19 Dt: 18.08.2018 ವಾಹನ ಸಂಚಾರ ನಿರ್ಬಂಧಿಸಿರುವ ರಸ್ತೆಗಳಲ್ಲಿ/ ಕಾಮಗಾರಿಗಳ ಸ್ಥಳಗಳಲ್ಲಿ ಅನುಷ್ಠಾನಗೊಳ್ಳುತ್ತಿರುವ ಕಾಮಗಾರಿಗಳನ್ನು ಮೂರು ಪಾಳಯಲ್ಲಿ ಶೀಘ್ರಗತಿಯಲ್ಲಿ ಅನುಷ್ಠಾನಗೊಳಿಸಲು ಸೂಚಿಸಿದೆ.

Sd/-
Executive Engineer
Rajarajeshwari Nagara Division
Bruhath Bangalore Mahanagara Palike

Copy to:

1 Copy submitted to the Commissioner for kind information
2 Copy submitted to the Addl. Commissioner (Finance) &Tender bulletin officer, BBMP for requesting to publish the tender notification in tender bulletin.
3 Copy submitted to the Joint Commissioner (Rajarajeshwari Nagara) for kind information.
4 Copy submitted to the Deputy Commissioner (Rajarajeshwari Nagara) for kind information.

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5 Copy submitted to the Engineer-In-Chief for kind information.
6 Copy submitted to the Chief Engineer (Rajarajeshwari Nagara) for kind information.
7 Copy submitted to Tender Bulletin Officer, (Bangalore Urban, DC Office) K.G.Road, Bangalore for kind information & requested to arrange for publication.
8 Copy submitted to Chief Auditor and Chief Account officer for kind information
9 Copy submitted to A.C.F (Rajarajeshwari Nagara) for kind information.
10 Copy to CPRO with request to make arrangements for publication of notification in two leading daily Kannada and English News papers.
11 Copy to Acct.Suptd / Cashier of division office for needful.
12 Copy to I.T.Advisor with Soft copy for needful action to place in the BBMP website
13 Copy to Store Keeper/ Records Section, Mayo Hall, Bangalore for information and need full action.
14 Notice Board./ Office copy

Executive Engineer
Rajarajeshwari Nagara Division
Bruhath Bangalore Mahanagara Palike

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SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

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A. General

1. Scope of Tender

1.1 The **Executive Engineer, Rajarajeshwarinagara Division, BBMP** (Referred to as Employer in these documents) invites tenders following Two Cover tender procedure, from eligible Tenderers, for the construction works (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit tenders for any or all of the works detailed in the table given in IFT.

2. Eligible Tenderers

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka / BBMP

2.2 **Tenders from Joint ventures are not acceptable.**

Qualification of the Tenderer

3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification Information.

3.2 To qualify for award of this Contract, each Tenderer in its name should have in the last five years i.e. 2014-15 to 2018-19

a. Achieved in at least two Financial Year each a minimum Financial Turnover (in all classes of Civil Engineering Construction Works only) of Rs. 1906.00 Lakh. Further, the Financial Turnover of the Previous Years shall be given a Weightage of 10% per year to bring them to the Price Level of 2018-19

b. Satisfactorily completed, (at least 50% of contract value) as Prime Contractor, at least one Similar nature of Work of value not less than Rs.477.00 Lakhs. In support of this, the Tenderer shall furnish a Work Completion Certificate duly certified by the Competent Authority not below the Rank of the Executive Engineer. The Work Completion Certificate shall mention the Nature of Work, Items of Work executed, Date of Commencement and Date of Completion of the Work.

c. Executed in one single Financial Year, the following minimum Quantities of Work.

Earthwork Excavation	10343.00 cum
Asphalting Work (BM, DBM, BC)	4200.00 cum
Concrete Work (M15, M30, M35, etc)	1439.00 cum
TMT steel	3.93 tonne
GSB and WMM	3000.00 cum
Precast concrete solid blocks	3904.00 Sqm
Solid concrete kerb stones	21813.00 Nos

3.3 Each Tenderer should further demonstrate

a. Availability by owning at least 50% of the following Key and Critical Equipment for this Work and the remaining 50% can be deployed on lease / hire basis for all Works provided the relevant Documents (Commitment Agreement, etc.) for Availability for this Work are furnished.

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Item of Equipment	Requirement	
	No	Capacity
Concrete Mixer	1 Nos.	
Concrete Vibrator	2 Nos.	
Hydraulic Excavator (JCB/Hitachi)	1 Nos.	
Tipper	4 Nos.	
Hot mix plant	1 Nos.	40-60 TPH
Hydrostatic Paver finisher	1 Nos.	100 TPH
Vibratory Road Roller	2 Nos.	8T
Static Roller	1 Nos.	
Water Tanker	1 Nos.	
Truck mounted bitumen sprayer	1 Nos.	
Air compressor	1 Nos.	
Road Marking machine	1 Nos.	
Other Machineries	**As required**	

(a) Availability by owning at least 50% of the required / specified key and critical equipment for this work and the remaining 50% can be deployed on lease / hire basis for all works provided the relevant documents (commitment agreements etc.) for availability for this work are furnished.

(b) liquid assets and /or availability of credit facilities of not less than **Rs.286.00 Lakhs** (Credit lines/ letter of credit/ certificates from banks for meeting the fund requirement etc. *(usually the equivalent of the estimated cash flow for three months in the peak construction period)**

3.4 To qualify for a package of contracts made up of this and other contracts for which tenders are invited in this IFT, the Tenderer must demonstrate having experience and resources to meet the aggregate of the qualifying criteria for the individual contracts.

3.5 Sub-contractors' experience and resources shall not be taken into account in determining the Tenderer's compliance with the qualifying criteria except to the extent stated in 3.2 (d) and (e) above.

3.6 Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

Assessed available tender capacity = (A*N*1.5 - B)

where

A = Maximum value of civil engineering works executed in any one year during the last five years (taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which tenders are invited.

B = Value, at price level, of existing commitments and on-going works to be completed during the next **06 months** *(period of completion of the works for which Tenders are invited)**

Note: *The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.*

3.7 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

4. One Tender per Tenderer:

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4.1 Each tenderer shall submit only one tender for one package. A tenderer who submits or participates in more than one Tender (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer's participation to be disqualified.

5. Cost of Tendering:

5.1 The tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible and liable for those costs.

6. Site visit:

6.1 The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The cost of visiting the Site shall be at the Tenderer's own expense.

B. Tender documents

7. Content of Tender documents

7.1 The set of tender documents shall have all the Sections given in Page 2:
7.2 Both the sets should be completed and returned with the tender.

8. Clarification of Tender Documents

8.1 A prospective tenderer requiring any clarification of the tender documents may notify the Employer in writing or by cable (hereinafter "cable" includes telex and facsimile) at the Employer's address indicated in the invitation to tender. The Employer will respond to any request for clarification which he receives earlier than 15 days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all purchasers of the tender documents, including a description of the enquiry but without identifying its source.

8.2 **Pre-tender meeting:**

8.2.1 The tenderer or his authorized representative is invited to attend a pre-tender meeting which will take place at **Chief engineer, RR Nagar Zone, RR Nagar, Bangalore-560098 on 20.02.2020 at 11.00 am**

8.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage

8.2.3 The tenderer is requested to submit any questions in writing or by cable to reach the Employer not later than one week before the meeting.

8.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the tender documents. Any modification of the tender documents listed in Sub-Clause 7.1 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the minutes of the pre-tender meeting.

8.2.5 Non-attendance at the pre-tender meeting will not be a cause for disqualification of a tenderer.

9. Amendment of Tender documents

9.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.

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9.2 Any addendum thus issued shall be part of the tender documents and shall be comm... writing or by cable to all the purchasers of the tender documents.

9.3 To give prospective Tenderers reasonable time in which to take an addendum into a... preparing their tenders, the Employer shall extend as necessary the deadline for subm... tenders, in accordance with Sub-Clause 16.2 below.

C. Preparation of Tenders

10. Documents comprising the Tender

10.1 The tender submitted by the Tenderer shall be in two covers and shall contain the documents ... follows:

10.1.1 Technical bid :

(a) Earnest Money Deposit;

(b) Qualification Information as per formats given in Section 3;

10.1.2 Finance bid:

(a) The Tender (in the format indicated in Section 4)

(b) Priced Bill of Quantities (Section 9);

and any other materials required to be completed and submitted by Tenderers in accordance with these instructions. The documents listed under Sections 3, 4, 6 and 9 shall be filled in without exception.

10.2 Tenderers submitting tenders together with other contracts stated in the IFT to form a package will so indicate in the tender together with any discounts offered for the award of more than one contract.

11. Tender prices

11.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.

11.2 The Tenderer shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total tender price (both in figures and words). **Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.** Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

11.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

11.4 The rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause of the Conditions of Contract

12. Tender validity

12.1 Tenders shall remain valid for a period not less than **ninety days** after the deadline date for tender submission specified in Clause 16. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

12.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 13 in all respects.

13. Earnest Money Deposit

13.1 The Tenderer shall furnish, as part of his tender, Earnest Money Deposit (EMD) in the amount as mentioned in IFT for this particular Work. Further, out of the total EMD Amount only **Rs. 1.00 Lakh (Rupees One Lakh only)** shall be paid in the e – procurement portal using any of the

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following modes and the Balance Amount shall be in the form of Bank Guarantee from any Nationalised / Scheduled Bank.

- Credit Card.
- Direct Debit.
- National Electronic Fund Transfer (NEFT).
- Over the Counter (OTC).

NEFT Payment Procedure

If a Tenderer chooses to make Payment of EMD / Tender Processing Fee using Reserve Bank of India's (RBI) National Electronic Fund Transfer (NEFT) System, the Tenderer will need to log into e – Procurement System, access the Tender for which Bid is being created and then select the NEFT Option under the Payment Section and print the Challan shown in that Section. The Printed Challan will have the Unique Bid Reference Number, Account Details of Government of Karnataka and the Amount to be remitted. The Tenderer shall submit the Printed Challan to its Bank Branch (NEFT enabled) and request for an Account – to – Account Transfer, wherein the money will get transferred from the Tenderer's Bank Account to GOK's Bank Account. The Tenderer shall ensure that NEFT Transfer Instructions are executed and the Funds are wired to the Government of Karnataka's Principal Account before the Last Date for Bid Submission and preferably 24 hours before the Last Date for Bid Submission. If the Tenderer's Bank transfers / wires the money after the Last Date for Bid Submission, the Tenderer's Bid will be liable for rejection. Upon executing the Transfer, the Tenderer's Bank will provide a Reference Number generated by NEFT Software as Confirmation of Transfer, which has to be input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is submitted i.e. as a pre requisite for Bid Submission. The Account Number from which the Funds were transferred shall be input in the e – Procurement System as part of its Bid also.

OTC Payment Procedure

If a Tenderer chooses to make Payment of EMD / Tender Processing Fees Over The Counter (OTC) in any of the designated Axis Bank Branches listed in the e – Procurement Website (www.eproc.karnataka.gov.in), the Tenderer will need to log into e – Procurement System, access the Tender for which Bid is being created and then select the OTC Option under the Payment Section and print the Challan shown in that Section. The Printed Challan will have the Unique Bid Reference Number and the Amount to be remitted along with the Challan. The Tenderer can choose to make the Payment either in the form of Cash or in the form of Demand Draft. Cheque Payments will not be accepted. The Tenderer is requested to specifically inform the Bank Officer to input the Unique Bid Reference Number printed in the Challan in the Banking Software. Upon successful Receipt of the Payment, the Bank will provide a 16 Digit Reference Number acknowledging the Receipt of Payment. This 16 Digit Reference Number has to be input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is submitted i.e. as a pre requisite for Bid Submission.

13.2 EMD Amount shall be submitted by the Tenderer taking into account of the following Conditions.

a. EMD for Rs. 1.00 Lakh shall be accepted only in the form of Electronic Cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Government's Central Pooling Account at Axis Bank until the Work is awarded and EMD for the Balance Amount shall be in the Form of Bank Guarantee from any Nationalized / Scheduled Bank valid for a period of not less than one hundred and thirty five (135) days after the Deadline Date for Tender Submission specified in Clause 16. Further, the Original Bank Guarantee shall be submitted to the Office of the Executive Engineer (Rajarajeshawari nagara Division), Bruhat Bangalore Mahanagara Palike, Mattikere, Bangalore – 560 054 by 24.02.2020 within 16.00 hrs.

b. The Tenderer's Bid will be evaluated only on Confirmation of Receipt of the Payment of EMD as indicated in Sub Clauses 13.1 and 13.2.

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13.2 Instruments having fixed validity issued as earnest money deposit for the tender shall be ... days **beyond** the validity of the tender.

13.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as in Sub-Clauses 13.1 and 13.2 above shall be rejected by the Employer as non-responsive.

13.4 The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the tender validity period specified in Sub-Clause 12.1.

13.5 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer signed the Agreement and furnished the required Performance Security.

13.6 The earnest money deposit may be forfeited:

(a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;

(b) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 24; or

(c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to

(i) sign the Agreement; or

(ii) furnish the required Security deposit

14. Format and signing of Tender

14.1 The Tenderer shall prepare one original and a copy of the documents comprising the Tender as described in Clause 10 of these *Instructions to Tenderers*, and clearly marked "**ORIGINAL**" and "**COPY**" as appropriate. In the event of discrepancy between them, the original shall prevail.

14.2 The original and a copy of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the tender where entries or amendments have been made shall be initialed by the person signing the tender

14.3 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person signing the Tender.

D. Submission of Tenders

15. Sealing and marking of tenders

15.1 The Tenderer shall access Tender Documents, fill them and submit the Completed Tender Document as stated in Clause 10 through Website of e – Procurement itself (www.eproc.karnataka.gov.in). The Signed, Sealed and Scanned Copy of all the Documents as stated in Clause 10 shall be attached to the e – Tender Document, failing which the Bid will not be considered. It is the Responsibility of the Tenderer to submit all the Documents pertaining to Eligibility Criteria / Qualification Information / Design Details with due diligence. All the Pages of the Document shall be serially numbered with an Index for ready reference.

15.2 No Physical Documents shall be considered. Further, the Tenderer shall submit a Hard Copy of the Technical Bid already submitted through e – Procurement within 2 days of Tender Submission through e – Procurement to the Office of the Executive Engineer (**Rajarajeshwarinagara** Division), Bruhat Bangalore Mahanagara Palike, Mattikere, Bangalore – 560 054 during Working Hours. The Tenderers shall also produce all the Original Documents for Verification whenever necessary.

16. Deadline for submission of the Tenders

16.216.1 Tenders must be submitted through e-procurement(on-line) on or before 24.02.2020 16.00hrs[1]

16.2 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new

[1] Insert time and date; this should be the same as those given in the Invitation for Tenders

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deadline.

17. Late Tenders

17.1 Any Tender received by the Employer after the deadline prescribed in Clause 16 will be returned unopened to the Tenderer.

18. Modification and Withdrawal of Tenders

18.1 Tenderers may modify Contents of Technical Bid or Financial Bid before the Deadline prescribed in Clause 16.

18.2 Tenderers may withdraw their Tenders by canceling his Bid on the Website only before the Deadline prescribed in Clause 16.

18.3 No Tender may be modified and withdrawn after the Deadline for Submission of Tenders.

18.4 Withdrawal or Modification of a Tender between the Deadline for Submission of Tenders and the Expiration of the Original Period of Tender Validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the Forfeiture of the Earnest Money Deposit pursuant to Clause 13.

18.5 Tenderers may only offer Discounts to, or otherwise modify the Prices of their Tenders by submitting Tender Modifications in accordance with this Clause, or include in the Original Tender Submission.

E. Tender Opening and Evaluation

19. Opening of Technical Bid of all Tenders and Evaluation to determine Qualified Tenderers

19.1 The Employer will open the Technical Bids of all the Tenders received in the presence of the Tenderers or their Representatives who choose to attend at 16.00hrs on 26.02.2020 at Office of the Executive Engineer (Rajarajeshwarinagara Division), Bruhat Bangalore Mahanagara Palike, Mattikere, Bangalore – 560 054. In the event of the Specified Date of Tender Opening being declared a Holiday for the Employer, the Tenders will be opened at the Appointed Time and Location on the Next Working Day.

19.2 The Tenderers' Names, the Presence or Absence of Earnest Money Deposit (Amount, Format and Validity), the Submission of Qualification Information and such other Information as the Employer may consider Appropriate will be announced by the Employer at the Opening.

19.3 The Employer shall prepare Minutes of the Tender Opening, including the Information Disclosed to those present in accordance with Sub Clause 19.2.

19.4 The Employer will evaluate and determine whether each Tender (a) is accompanied by the Required Earnest Money Deposit as per stipulations in ITT Clause 13.1 and (b) meets the Minimum Qualification Criteria stipulated in ITT Clause 3 and (c) contains the Tenderer's Designs and Drawings on the basis of the Parameters fixed in the Tender Document. The Employer will draw out a List of Qualified Tenderers.

20. Opening of Financial Bids of the Qualified Tenderers and Evaluation

20.1 The Employer will inform all the Qualified Tenderers the Time, Date and Venue fixed for the Opening of the Financial Bid containing the Priced Financial Bid. The Employer will open the Priced Financial Bids of Qualified Tenderers at the Appointed Time and Date in the presence of the Tenderers or their Representatives who choose to attend. In the event of the Specified Date of Financial Bid Opening being declared a Holiday for the Employer, the Financial Bid will be opened at the Appointed Time and Location on the Next Working Day.

20.2 The Tenderers' Names, the Tender Prices, the Total Amount of each Tender, any Discounts, and such other Details as the Employer may consider Appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender Opening.

20.3 The Employer shall prepare Minutes of the Priced Financial Bid Opening, including the Information disclosed to those present in accordance with Sub Clause 20.2.

21. Process to be confidential

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21.1 Information relating to the examination, clarification, evaluation, and comparison of [illegible] recommendations for the award of a contract shall not be disclosed to Tenderers or any [illegible] not officially concerned with such process until the award to the successful Tenderer [illegible] announced. Any effort by a Tenderer to influence the Employer's processing of Tenders [illegible] decisions may result in the rejection of his Tender.

22 Clarification of Tenders

22.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, [illegible] discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates [illegible] request for clarification and the response shall be in writing or by cable, but no change in the price [illegible] substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 24.

22.2 Subject to sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

22.3 Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

23. Examination of Tenders and determination of responsiveness

23.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender; (a) has been properly signed; and; (b) is substantially responsive to the requirements of the Tender documents.

23.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

23.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

24. Correction of errors

24.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

(a) where there is a discrepancy between the rates in figures and in words, the lower of the two will govern[2]; and

(b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

24.2 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the earnest money deposit may be forfeited in accordance with Sub-Clause 13.6 (b).

25. Evaluation and comparison of Tenders

25.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23.

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[2] Clause 25(2) of Chapter VI of KTPP Rules 2000 states that " in case of discrepancy between the price quoted in words and figures, the lower of the two shall be considered".

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25.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

(a) making any correction for errors pursuant to Clause 24; and

(b) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 18.5.

25.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

25.4 The estimated effect of the price adjustment conditions under Clause 41 of the Conditions of Contract, during the implementation of the Contract, will not be taken into account in tender Evaluation

25.5 If the tender of the successful tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 29 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful under the contract.

F. Award of Contract

26. Award criteria

26.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

27. Employer's right to accept any Tender and to reject any or all Tenders

27.1 Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

28. Notification of award and signing of Agreement

28.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex, e-mail or facsimile confirmed by registered letter. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

28.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 29.

28.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

28.4 Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

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29. Security deposit

29.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deposit with the Employer a Security deposit in any of the forms given below for an amount equivalent to ... % of the Contract price plus additional security for unbalanced tenders in accordance with Clause 27 and Clause 44 of the Conditions of Contract for all works. :

- Banker's cheque/Demand draft,/Pay Order in favour of The **Executive Engineer, Rajarajeshwari nagara Division** payable at **Bangalore** or
- A bank guarantee in the form given in Section 10; or
- Specified Small Savings Instruments pledged to The **Executive Engineer, Rajarajeshwari nagara Division**;

29.2 If the security deposit is provided by the successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized/Scheduled bank.

29.3 The security deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor.

29.4 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit.

30. Advance Payment

Deleted.

31. Corrupt or Fraudulent practices

31.1 The BBMP requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, BBMP :

(a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a BBMP contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a BBMP contract.

31.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 50.2 of the Conditions of Contract.

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SECTION 3: QUALIFICATION INFORMATION

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The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tenderer

Place of Registration [Attach copy]

Principal place of business: (Attach Copy)

1.2 Total value of civil engineering construction works executed and payments received in the last five years (in Rs. Lakhs) Attach Certificate from Chartered Accountant

2014 – 15 .....
2015 - 16 .....
2016 - 17 .....
2017-18
2018-19

1.3 Work performed as Prime Contractor (in the same name) on works of similar nature over during the five years specified in 1.2 above.

Project Name	Name of Employer	Description of Work	Contract Number	Value of Contract Rs. Lakhs	Date of issue of work order	Specified period of completion	Actual date of Actual date of	Remarks explaining reasons for delay in completion of work
1	2	3	4	5	6	7	8	9

1.4 Quantities of work executed as prime contractor (in the same name) during the last five years specified in 1.2 above:

Year	Name of Work	Name of Employer	Quantity of work performed (cum)[3]			Remarks (Indicate contract reference)
			Cement Concrete	Masonry	Earthworks	
2014-15						
2015-16						
2016-17						
2017-18						
2018-19						

[3] Items of work for which data is requested should tally with that specified in ITT Clause 3

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1.5 Information on works for which Tenders have been submitted and works which ... completed as on the date of this Tender.

(A) Existing commitments and on-going works:

Description of Work	Place & State	Contract No. & Date	Name And Address of Employer	Value of Contract (Rs. lakhs)	Stipulated period of completion	Value of works remaining to be completed (Rs. lakhs) Attach Certificates from Engineers – in- Charge	Anticipated date of completion
1	2	3	4	5	6	7	8

(B) Works for which Tenders already submitted:

Description of Work	Place & State	Name and Address of Employer	Estimated value of works (Rs. lakhs)	Stipulated period of completion	Date when decision is expected	Remarks if any
1	2	3	4	5	6	7

1.6. The following items of equipment are considered essential for successfully carrying out the works. The Tenderer should furnish all the information listed below.

Item of Equipment	Requirement[4]		Owned	Owned and available		
	No.	Capacity		Number/ Capacity	Age/ condition	Remarks

1.7 Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the last five years;

1.8 Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded.

1.9. Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

1.10 Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause3.3 (b): Cash in hand, Letter of Credit etc. List them below and attach certificate from the Banker in the suggested format as under:

BANKER'S CERTIFICATE

[4] The item of equipment, required number and capacity should match with those specified in ITT Clause 3.3 (a)

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